
In Re:
Tammy Lee Hanson
and Christopher Carl Hanson,
Debtors,

Case No. 03-41573

Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 7, 2004 at 2:00 PM o'clock, in Courtroom No. 8 West, at the United States Courthouse, 300 South Fourth St, Minneapolis, MN.
3. Any response to this motion must be filed and delivered not later than October 4, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than September 28, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on March 4, 2003. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 1999 Mercury Sable 4D GS (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under the terms of the original contract with Movant and under the Chapter 13 Plan.
7. Movant gives notice that it may, if necessary, call Carolyn Boynton, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: September 8, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 551
CONFIRMATION OF LIEN PERFECTION - DEL.....

22142644
0011012033
EA A408 BXR2

Permit No. 171
St. Paul, MN

HANSON TAMMY LEE
HANSON CHRISTOPHER CARL
4040 TONKAWOOD RD
MINNETONKA MN 55345

DXP803

99 Year	MERC Make	4DSGS Model	G0450M633 Title NR.
1MEFM50UXXG657290 VIN		12/18/99 Security Date	NO Rebuilt

1ST SECURED PARTY

LIEN HOLDER

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

FORD MOTOR CREDIT CO C/O ASG
PO BOX 105704
ATLANTA GA 30348-5704

EXHIBIT A

MAR 12 2003 08:01 FR FORD CREDIT NRSC 784 288 1200 10 0100000000

DATE 12/10/1999

BUYER (Name and Address) TAMMY LEE 1040 TONKAWOOD RD MINNETONKA MINN 55345
CREDITOR (Name and Address) BURNVILLE LINCOLN CREDIT INC 14000 ROCKHILL RD. BURNVILLE MN 55306

1. Cash Price \$19,510.00(1)
2. Down Payment
Manufacturer's Rebate Assigned to Creditor \$1,000.00
Cash Down Payment \$1,000.00
Trade-in (description above) \$1,000.00
Total Down Payment \$1,000.00(2)
3. Unpaid Balance of Cash Price (1 minus 2) \$18,510.00(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
To Public Officials:
(i) for license, title & registration fees \$267.50
(ii) for filing fees \$100.00
(iii) for taxes (not in Cash Price) \$1,000.00
To Insurance Companies for:
Credit Life Insurance \$1,000.00
Credit Disability Insurance \$1,000.00
To BURNVILLE LINCOLN CREDIT INC \$1,000.00
Total \$1,000.00(4)
5. Amount Financed (3 plus 4) \$19,510.00(5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
5.30%	\$3,244.20	\$16,265.80	\$23,900.00	\$24,000.00

Payment Schedule: Your payment schedule will be \$324.42 1st \$324.42 02/01/2000

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment reserved more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Do not sign this contract before you read it or it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You acknowledge receipt of a true and completely filled in copy of this contract, signed by both yourself and the dealer, at the time of signing.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Buyer Sign: Tammy Lee
Seller Sign: Chris Hansen

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns to Ford Motor Credit Company.

BURNVILLE LINCOLN CREDIT INC

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☐ Credit Life Insurer
Premium \$ N/A Insured(s)
Signature(s)

☐ Credit Disability Insurer
Premium \$ N/A Insured
Signature

☐ Type of insurance Term
Insurer \$ N/A Premium
Signature

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverage are shown in a notice of agreement given to you today.

You are required to insure the vehicle. If a change is shown below, the Creditor will try to buy the coverage needed for the term shown. Coverage will be based on the cash value of the vehicle at the time of loss, but not more than the limits of the policy.

☐ Comprehensive ☐ \$ N/A Deductible
Collision
Fire-Theft-Combined Additional Coverage
☐ Towing and Labor
☐ Tires \$ N/A Motors (Excludes)
Premium \$ N/A



QUESTIONS?
PLEASE CALL US AT 1-800-727-7000
SEE BACK FOR ADDITIONAL AGREEMENTS

EXHIBIT B

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverage checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Payments: You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less the allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

FC 1782A-01 AUG 98 (Previous editions may NOT be used)

get case status

logout

Chapter 13 Trustee Online Case Status System

Jasmine Z. Keller, Standing Chapter 13 Trustee

Status of Claims as of 9/7/2004

Case # 03-41573 RJK

CHRISTOPHER C HANSON
TAMMY L HANSON

18 Remaining of 36 Mos.

Current Debtor Pmt: \$700.00 / Monthly

4040 TONKAWOOD RD
MINNETONKA, MN 55345
Atty: Curtis K. Walker

Summary

Filed: 3/4/2003 Confirmed: 5/15/2003 Base Amount: \$25,200.00 Debtor Refunds:\$0.00
First Mtg: 4/9/2003 1:00:00 PM Plan Filed: 3/4/2003 Total Paid In: \$10,500.00 Delinq Amount:\$1,400.00
Balance on Hand: \$700.00

Payment Schedule

Start Date	Start	Thru	Payment	Total Pmts	Type
4/3/2003	1	36	\$700.00	\$25,200.00	

Payment History

8/13/2004 \$700.00	7/30/2004 \$700.00	6/18/2004 \$700.00	5/24/2004 \$700.00	4/6/2004 \$700.00
3/15/2004 \$700.00	2/10/2004 \$800.00	2/2/2004 \$700.00	12/1/2003 \$700.00	10/15/2003 \$700.00
9/10/2003 \$700.00	7/23/2003 \$700.00	6/23/2003 \$700.00	5/27/2003 \$700.00	5/21/2003 (\$700.00)
5/15/2003 \$700.00	4/9/2003 \$600.00			

Show Details

Claims

Creditor Name	Clm Num	Last Pymt	Cls	Int Rate	Fixed Pymt	Disb Code	Debt	Principal Paid	Claimed	Tot Int Pd	Balance
Curtis K. Walker	000-0	6/24/2003	L	0.00%	\$0.00	20	\$1,150.00	\$1,150.00	\$1,150.00	\$0.00	\$0.00
RETAILERS NATIONAL BANK - MERVYN'S	001-0		U	0.00%	\$0.00	50	\$1,679.61	\$0.00	\$1,679.61	\$0.00	\$1,679.61
ASPIRE	003-0		U	0.00%	\$0.00	50	\$2,074.74	\$0.00	\$2,074.74	\$0.00	\$2,074.74
CAPITAL ONE BANK	004-0		U	0.00%	\$0.00	50	\$676.28	\$0.00	\$676.28	\$0.00	\$676.28
B-FIRST, LLC	006-0		U	0.00%	\$0.00	50	\$823.58	\$0.00	\$823.58	\$0.00	\$823.58
B-FIRST, LLC	007-0		U	0.00%	\$0.00	50	\$1,239.87	\$0.00	\$1,239.87	\$0.00	\$1,239.87
First Consumers National Bank	009-0		U	0.00%	\$0.00	50	\$2,976.87	\$0.00	\$2,976.87	\$0.00	\$2,976.87
GMAC	010-0		U	0.00%	\$0.00	50	\$5,287.10	\$0.00	\$5,287.10	\$0.00	\$5,287.10
GMAC	150-0		S	0.00%	\$0.00	32	\$0.00	\$0.00	\$0.00	\$0.00	Stay Lifted
Dept of the Treasury- Internal Rev Svc	200-0		P	0.00%	\$0.00	41	\$0.00	\$0.00	\$0.00	\$0.00	Not Filed
Ameriquest Mortgage	250-0	8/31/2004	S	0.00%	\$344.77	30	\$4,815.87	\$4,131.07	\$4,815.87	\$0.00	\$684.80
Ford Motor Credit Company	251-0	8/23/2004	S	0.00%	\$664.77	30	\$10,778.00	\$3,981.17	\$10,778.00	\$0.00	\$6,796.83
Ford Motor Credit Company	251-1		U	0.00%	\$0.00	50	\$923.04	\$0.00	\$923.04	\$0.00	\$923.04
Total Unsecured Debt	300-0		U	0.00%	\$0.00	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jasmine Z Keller	TRS-0	8/23/2004	T	0.00%	\$0.00	00	\$1,927.53	\$537.76	\$0.00	\$0.00	\$1,389.77

EXHIBIT "C"

<http://www.trustee13.com/inquiry/casedisplay.aspx>

9/7/2004

Disbursement Details						
Clm	Date	Check#	Principal	Int Pd	Total Paid	
000-0	Curtis K. Walker					
000-0	6/24/2003	4264729	\$1,150.00	\$0.00	\$1,150.00	
		Total	\$1,150.00	\$0.00	\$1,150.00	
Clm	Date	Check#	Principal	Int Pd	Total Paid	
250-0	Ameriquest Mortgage					
250-0	8/31/2004	4285712	(\$700.92)	\$0.00	(\$700.92)	
250-0	8/31/2004	4287521	(\$469.99)	\$0.00	(\$469.99)	
250-0	8/31/2004	4298553	\$1,170.91	\$0.00	\$1,170.91	
250-0	8/23/2004	4296818	\$224.65	\$0.00	\$224.65	
250-0	7/22/2004	4294577	\$222.78	\$0.00	\$222.78	
250-0	6/24/2004	4281160	(\$300.82)	\$0.00	(\$300.82)	
250-0	6/24/2004	4294166	\$300.82	\$0.00	\$300.82	
250-0	6/22/2004	4292138	\$290.29	\$0.00	\$290.29	
250-0	5/24/2004	4289942	\$245.02	\$0.00	\$245.02	
250-0	4/23/2004	4288055	\$160.03	\$0.00	\$160.03	
250-0	4/20/2004	4278615	(\$84.57)	\$0.00	(\$84.57)	
250-0	4/20/2004	4280685	(\$654.77)	\$0.00	(\$654.77)	
250-0	4/20/2004	4287549	\$739.34	\$0.00	\$739.34	
250-0	3/31/2004	4274617	(\$469.99)	\$0.00	(\$469.99)	
250-0	3/31/2004	4287521	\$469.99	\$0.00	\$469.99	
250-0	3/22/2004	4285712	\$700.92	\$0.00	\$700.92	
250-0	1/22/2004	4281160	\$300.82	\$0.00	\$300.82	
250-0	12/31/2003	4266432	(\$654.77)	\$0.00	(\$654.77)	
250-0	12/31/2003	4280685	\$654.77	\$0.00	\$654.77	
250-0	11/26/2003	4264472	(\$84.57)	\$0.00	(\$84.57)	
250-0	11/26/2003	4278615	\$84.57	\$0.00	\$84.57	
250-0	11/24/2003	4276775	\$432.46	\$0.00	\$432.46	
250-0	10/22/2003	4274617	\$469.99	\$0.00	\$469.99	
250-0	8/22/2003	4268834	\$344.77	\$0.00	\$344.77	
250-0	7/22/2003	4266432	\$654.77	\$0.00	\$654.77	
250-0	6/24/2003	4264472	\$84.57	\$0.00	\$84.57	
		Total	\$4,131.07	\$0.00	\$4,131.07	
Clm	Date	Check#	Principal	Int Pd	Total Paid	
251-0	Ford Motor Credit Company					
251-0	8/23/2004	4297414	\$435.73	\$0.00	\$435.73	
251-0	7/22/2004	4295170	\$437.60	\$0.00	\$437.60	
251-0	6/22/2004	4292723	\$370.09	\$0.00	\$370.09	
251-0	5/24/2004	4290542	\$415.36	\$0.00	\$415.36	
251-0	4/23/2004	4288657	\$500.35	\$0.00	\$500.35	
251-0	3/22/2004	4286300	\$714.17	\$0.00	\$714.17	
251-0	1/22/2004	4281787	\$359.56	\$0.00	\$359.56	
251-0	11/24/2003	4277387	\$227.92	\$0.00	\$227.92	
251-0	10/22/2003	4275160	\$190.39	\$0.00	\$190.39	
251-0	8/22/2003	4269407	\$330.00	\$0.00	\$330.00	
		Total	\$3,981.17	\$0.00	\$3,981.17	

03-01797-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Tammy Lee Hanson and Christopher Carl Hanson,
Debtors,

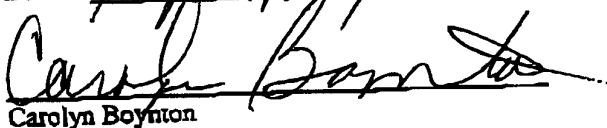
Case No. 03-41573
Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Carolyn Boynton, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 22142644.
2. The Debtor owes the Creditor \$8,166.03, payoff amount as of September 7, 2004, plus accrued unpaid interest thereon since that date.
3. The debt owed to the Creditor is secured by a perfected lien on a 1999 Mercury Sable 4D GS.
4. Debtors' confirmed plan provides for payments on Creditor's secured claim based on a cramdown value of \$9875 at the rate of \$415 per month. Debtors are presently \$1400 in arrears on their plan payments.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".
6. Loan documents require insurance be maintained to protect the Creditor's interest in the collateral. No evidence of insurance has been provided since filing.

Dated: Sept 7, 2004



Carolyn Boynton
Ford Motor Credit Company
National Bankruptcy Svc Center
P.O. Box 537901
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Tammy Lee Hanson
and Christopher Carl Hanson,
Debtors,

Case No. 03-41573

Chapter 13 Case

MEMORANDUM OF FACT AND LAW

Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

The total net balance due on the Contract is \$8,166.03 as of September 7, 2004.

Debtors' Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan requires regular payments to the Chapter 13 Trustee for distribution through the Plan. Such payments are presently delinquent. The debt owed to Movant was to be paid through the payments made to the Chapter 13 Trustee. A printout showing the payments made to date to the Trustee and the delinquency is attached hereto as Exhibit "C".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments. There has been a further material default; Debtor has failed to provide Movant with evidence of collateral insurance.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since February 1, 2003.

- Failure to make payments due post petition under the Contract.
- Failure to make monthly Plan payments to the Chapter 13 Trustee as required by the Plan. See Exhibit C.
- Failure to maintain physical damage insurance on the collateral.

Movant has not been provided with adequate protection of Movant's interest in the collateral.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief.

Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: September 8, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Tammy Lee Hanson
and Christopher Carl Hanson,
Debtors,

Case No. 03-41573

Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 8, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Tammy Lee Hanson
4040 Tonkawood Road
Minnetonka, MN 55345

Christopher Carl Hanson
4040 Tonkawood Road
Minnetonka, MN 55345

Curtis K. Walker
4356 Nicollet Ave S
Minneapolis, MN 55409

Jasmine Z. Keller
Chapter 13 Trustee
12 S. 6th St #310
Minneapolis, MN 55402

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

BUCHALTER NEMER FIELDS & YOUNGER
for Ameriquest Mortgage Company
PO Box 8129
Newport Beach, CA 92658-8129

Executed on: September 8, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

03-01797-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Tammy Lee Hanson
and Christopher Carl Hanson,
Debtors,

Case No. 03-41573

Chapter 13 Case

ORDER FOR RELIEF FROM THE STAY

Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on October 7, 2004 at 2:00 PM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the
1999 Mercury Sable 4D GS, VIN 1MFEM50UXXG657290
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge